

Resolution #66-18

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENVILLE
APPROVING A DEVELOPMENT AGREEMENT FOR CRESTVIEW SOUTH**

WHEREAS, the Owner/Subdivider has now submitted Final Plats for approval which require that all public improvements be completed and accepted by the Town, at the sole expense of the Owner/Subdivider, before and as a condition of Final Plat approval or, in the alternative, at the request of the Owner/Subdivider, and in the sole discretion of the Town, the Owner/Subdivider enter into an agreement with the Town to complete all required public improvements within a reasonable time and to provide the Town with a financial guarantee to ensure such public improvements are timely completed at the Owner/Subdivider's sole expense as a condition of Final Plat approval; and

WHEREAS, the Town of Greenville Town Board and Cornerstone Property Group LLC has agreed to enter into a development agreement for Crestview South, attached as Exhibit A, in accordance with Town ordinances;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Greenville hereby approves the attached developer's agreement for Crestview South as shown as Exhibit A.

This resolution was adopted by the Town of Greenville Town Board on the 17th day of December, 2018:

TOWN BOARD OF THE
TOWN OF GREENVILLE, WISCONSIN

By: *Jack C. Anderson*
Jack Anderson, Town Chair

ATTEST:

Wendy Helgeson
Wendy Helgeson, Clerk

Motion to Approve Resolution No. #66-18 made by: *Culbertson/Woods*

Votes:

Title	Name	Aye	Nay	Other
Supervisor	Culbertson	✓		
Supervisor	Peters			Excused
Supervisor	Strobel			Excused
Supervisor	Woods	✓		
Chairperson	Anderson	✓		

Posted: *December 18, 2018*

Document No.

**TOWN OF GREENVILLE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT

AGREEMENT, made by and between the Town of Greenville, Outagamie County, Wisconsin, a body politic and municipality (“Town”) and Cornerstone Property Group LLC (“Owner/Subdivider”):

WHEREAS, the Owner/Subdivider has proposed to develop property located in the Town of Greenville, Outagamie County, Wisconsin, described in Exhibit 1 attached hereto; and

WHEREAS, the Subdivider has submitted a Preliminary Plat entitled Crestview South requiring public improvements that was approved by the Town on July 11, 2015; and

WHEREAS, the Owner/Subdivider has submitted engineering reports, construction plans and specifications for all required public improvements pursuant to Chapter 270, Code of the Town of Greenville that were approved by the Town on April 23, 2018; and

WHEREAS, the Subdivider has now submitted a Final Plat for approval which requires that all public improvements be completed and accepted by the Town, at the sole expense of the Owner/Subdivider, before and as a condition of Final Plat approval or, in the alternative, at the request of the Owner/Subdivider, and in the sole discretion of the Town, the Owner/Subdivider enter into an agreement with the Town to complete all required public improvements within a reasonable time and to provide the Town with a financial guarantee to ensure such public improvements are timely completed at the Owner/Subdivider’s sole expense as a condition of Final Plat approval; and

WHEREAS, the Owner/Subdivider has provided the Town with the estimated costs of all required public improvements as shown in Exhibit 2 attached and has agreed to the form and terms of a financial guarantee.

NOW THEREFORE, IN CONSIDERATION OF FINAL PLAT APPROVAL, IT IS AGREED AS FOLLOWS:

1. The Owner/Subdivider shall construct and complete all required public improvements at its sole expense, within two years of the date of Final Plat approval. The Final Plat was approved on March 12, 2018; therefore all public improvements shall be completed by March 12, 2020.
2. The Owner/Subdivider shall construct all required public improvements in compliance with

Return to:
Richard J. Carlson
331 E Washington St
Appleton, WI 54911

Tax Parcel No.

all Town requirements and in accordance with all approved reports, plans and specifications on file with the Town which are hereby deemed to be incorporated into this Agreement and part of this Agreement.

3. The Owner/Subdivider shall provide a financial guarantee in the form of an irrevocable letter of credit or escrow account for the benefit of the Town and in the name of the Town, in the amount \$110,046.00 which is 120 percent of the estimated costs as set forth in Exhibit 2, for a term of two years. The letter of credit/escrow account shall be irrevocable and require only that the Town present the letter of credit or escrow account agreement with a sight draft and written notice signed by the Town Chair and attested by the Town Clerk to draw funds. The form of the letter of credit or escrow account and the issuer or holder shall be approved by the Town. The letter of credit shall be provided prior to recording of this agreement.
4. No financial guarantee shall be allowed to expire prior to substantial completion of all required public improvements. The Owner/Subdivider shall provide written notice to the Town at least 45 days prior to the expiration of the financial guarantee if substantial completion can not be achieved prior to expiration. The Town may require renewal or extension of the financial guarantee.
5. The Owner/Subdivider acknowledges that it has requested a financial guarantee as a discretionary alternative to a Town requirement of completing all required public improvements before Final Plat approval and waives any right that it may have to a different form or different terms of a financial guarantee.
6. The Owner/Subdivider acknowledges that the actual cost of constructing required public improvements may exceed estimated costs for any particular public improvement or all public improvements in the aggregate and acknowledges its obligation to pay all actual costs.
7. Notwithstanding paragraphs 1 through 6 above, the Owner/Subdivider shall deposit \$41,844.00 which is 120 percent of the estimated cost of final pavement for all streets as set forth in Exhibit 2 (Items 1 & 3) in a separate designated escrow account in the name of the Town for subsequent final pavement to be installed by the Town with the account proceeds, upon the sale of 50 percent of the lots, five years from the date of the Final Plat approval or by order of the Town, whichever comes first. The escrow shall be submitted after acceptance of the public improvements by the Town.
8. The Owner/Subdivider shall pay in full all Town review fees in connection with or relating to the preliminary plat, reports, plans and specifications as a condition of final plat approval.
9. The Owner/Subdivider shall timely pay all Town inspection fees and expenses in connection with and relating to the construction of required public improvements.
10. The Owner/Subdivider shall comply with all regulatory requirements of the Code of the Town of Greenville and all applicable regulatory requirements of the State of Wisconsin and Outagamie County.
11. The Town shall accept the public improvements by resolution by the Town Board once a


recommendation of acceptance by the Town Public Works Director and Town Engineer has been provided. The Owner/Subdivider shall provide the Town Public Works Director and Town Engineer with the following prior to a recommendation of acceptance:

- a. Record drawings of sanitary sewer, water main and storm sewer improvements in a format as required by the Town Public Works Director and Town Engineer showing the location of all appurtenances and features of the systems.
 - b. Lien waivers for all public improvements being considered for acceptance.
12. The Owner/Subdivider shall guarantee all public improvements against defects due to faulty materials or workmanship which appear within a period of 14 months (warranty period) after acceptance by the Town. The Owner/Subdivider shall pay the full cost of necessary replacement or repair of defects and provide the Town with financial security in the form of an irrevocable letter of credit or escrow deposit to ensure timely replacement or repair in an amount of 10 percent of the estimated total costs of all completed improvements.
13. The final plat shall not be signed by the Town and recorded until this agreement has been recorded.
14. Building permits shall not be issued until all of the following conditions have been met:
- a. All public improvements have been accepted by the Town.
 - b. The final plat has been recorded.
 - c. The financial security for the warranty period has been submitted.
 - d. The final street pavement escrow has been submitted.
15. The Owner/Subdivider shall, to the maximum extent practicable, preserve existing landscape features such as trees, grassed areas and the like located outside of actual construction zones needed for public improvements.
16. The Owner/Subdivider shall timely remove and properly dispose of brush and rubbish piles and timely remedy washouts and sedimentation accumulations arising from construction activities.
17. The Owner/Subdivider acknowledges and agrees that nothing in this agreement shall be deemed a waiver or limitation of any Town immunity, power or authority conferred by law including but not limited to special assessments and special charges.
18. The Owner/Subdivider acknowledges and agrees that nothing in this agreement waives any other requirement, obligation or fee of any Town ordinance or resolution.
19. This Agreement shall be interpreted consistent with the rules and requirements of Chapter 270, Code of the Town of Greenville.
20. This Agreement shall be binding on the Owner/Subdivider, its successors or assigns and shall constitute a covenant running with the land. This Agreement shall also constitute restrictions

for public benefit pursuant to Section 236.293 Wis. Stats.

- 21. The Town may deny issuance of a building permit until compliance with the provisions of this Agreement and Chapter 270, Code of the Town of Greenville are met.
- 22. This Agreement may only be modified or amended in writing by the parties.

SUBDIVIDER



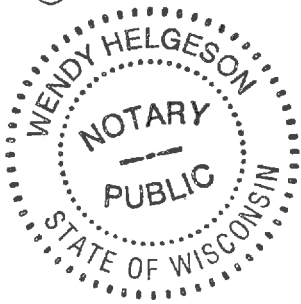
 Cornerstone Property Group LLC
 John W. Wolf

Personally came before me this 17
 day of December, 2018, the above
John W. Wolf

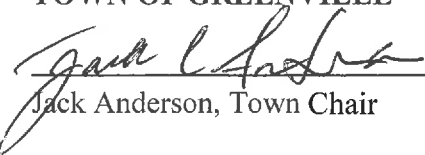
 to me known to be the person(s) who
 executed the foregoing instrument and
 acknowledged the same.
[Signature]

 Notary Public, State of Wisconsin
 My commission expires: July 23, 2020

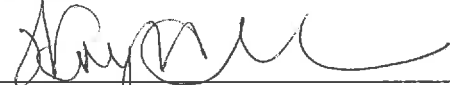
Drafted by:
 Richard J. Carlson
 331 E. Washington St.
 Appleton WI 54911



TOWN OF GREENVILLE



 Jack Anderson, Town Chair

ATTEST:


 Wendy Helgeson, Town Clerk

Personally came before me this 18th
 day of December, 2018, the above
Jack Anderson + Wendy Helgeson

 to me known to be the person(s) who
 executed the foregoing instrument and
 acknowledged the same.
[Signature]

 Notary Public, State of Wisconsin
 My commission expires: 07/06/20



Exhibit 1

Exhibit 1

Part of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 21 North, Range 16 East, Town of Greenville, Outagamie County, Wisconsin, containing 753,053 Square Feet (16.8745 Ac) of land described as follows:

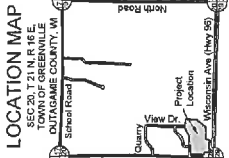
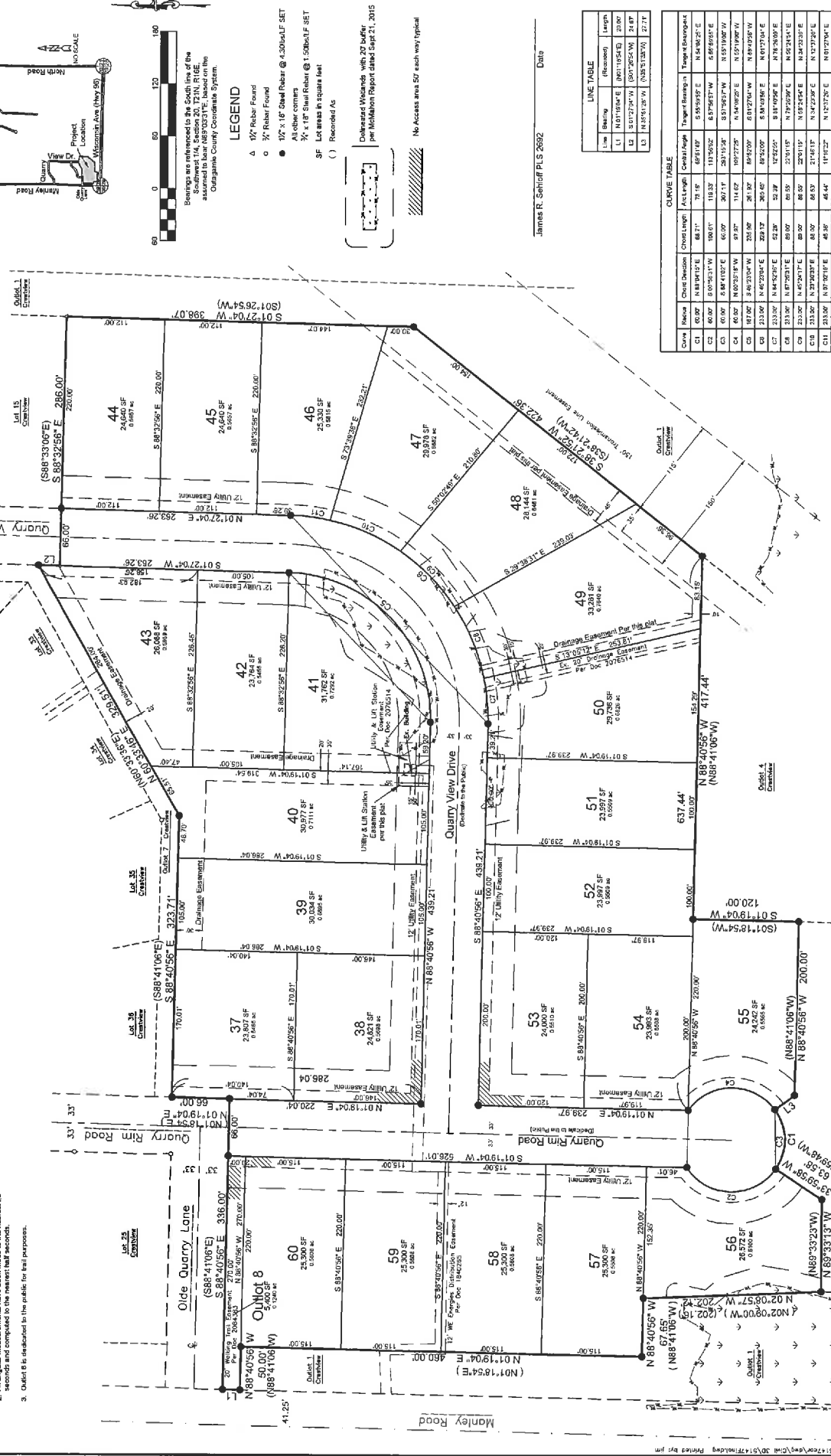
Commencing at the Southwest corner of Section 20; thence along the South line of said Southwest 1/4, S89°03'11"E, 172.06 feet; thence N00°56'29"E 109.83 feet to a point on Outlot 1 of Crestview said point also being the point of beginning; thence, along said Outlot 1, N02°08'57"W, 202.12 feet; thence, continuing along said Outlot 1, N88°40'56"W, 67.65 feet; thence, continuing along said Outlot 1, N01°19'04"E, 460.00 feet; thence, along a North line of along said Outlot 1, N88°40'50"W, 50.00 feet to the East right of way line of Manley Road; thence, along said East right of way line, N01°19'04"E, 20.00 feet to the South right of way line of Old Quarry Lane; thence along said South right of way line, S88°40'56"E, 336.00 feet to the Easterly right of way line of Quarry Rim Road; thence, along said East right of way line, N01°19'04"E 66.00 feet to the South line of Outlot 7 of Crestview; thence, along said South line, S88°40'56"E 323.71 feet; thence, continuing along said South line, N60°33'46"E 329.51 feet to the West right of way line of Quarry View Drive; thence, along said West line, S01°27'04"W 24.67 feet to the South right of way line of said Quarry View Drive; thence, along said South line and the South line of Lot 15 of Crestview, S88°32'56"E 286.00 feet said Outlot 1 of Crestview; thence, along Outlot 1, S01°27'04"W 398.07 feet; thence, continuing along said Outlot 1, S38°21'52"W 422.36 feet to the Northeast corner of Outlot 4 Crestview; thence, along the North line of said Outlot 4, N88°40'56"W 417.44 feet to the Northwest corner of said Outlot 4; thence along the West line of said Outlot 4, S01°19'04"W 120.00 feet to a point on said Outlot 1 Crestview; thence, along said Outlot 1, N88°40'56"W 200.00 feet; thence, continuing along said Outlot 1, N35°51'28" W 27.71 feet; thence, continuing along said Outlot 1, 73.16 feet along the arc of a curve to the left with a radius of 60.00 feet and a chord of 68.71 feet which bears S89°04'152"W; thence, continuing along said Outlot 1, S33°59'58"W, 63.58 feet; thence, continuing along said Outlot 1, N89°33'13"W 106.41 feet to the point of beginning, subject to all easements and restriction of record.

Crestview South

Part of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 21 North, Range 16 East,
Town of Greenville, Outagamie County, Wisconsin

NOTES

- All measurements have been made to the nearest one hundredth of a foot.
- All acreage measurements have been made to the nearest 20 seconds and compared to the nearest half acre.
- Outlet 8 is dedicated to the public for fire purposes.



LEGEND
 A 1/2" Rebar Found
 O 3/4" Rebar Found
 ● 1/2" x 1/8" Steel Rebar @ 4.30in x LF SET
 ○ 3/4" x 1/8" Steel Rebar @ 1.50in x LF SET
 All other corners
 SF Lot areas in square feet
 () Recorded As

Delineated Wetlands with 20' Buffer per MCHM Report dated Sept 21, 2015
 No Access area 50' each way typical

James R. Seifert PLS 2692 Date _____

Line	Bearing	Length
L1	N 81°16'04" E	801.1854' W
L2	S 51°27'54" W	607.2654' W
L3	N 45°51'02" W	635.5132' W

Curve	Bearing	Chord Length	Chord Angle	Target Bearing	Target Distance
C1	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C2	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C3	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C4	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C5	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C6	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C7	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C8	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C9	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C10	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E
C11	00°00'	100.00'	180°00'	S 00°00'00" E	100.00' E

There are no objections to this plat with respect to Sects. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.13, Wis. Stat.
 Confirmed _____ 20____
 Department of Administration

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 CIVIL ENGINEERING CONSULTANTS
 1811 Racine Street, Menasha, WI 54952
 P.O. Box 269, Menasha, WI 54952
 www.davel.com

File: 5147Final.dwg
 Date: 02/16/2018
 Drawn by: Jim Seifert
 Sheet: 1 of 1
 Revision Date: Feb 16, 2018

South 1/4 Corner
 Section 20, T21N, R16E
 (Masonry Nail Found)
 172.00'
 589°03'31" E
 2435.70'
 (S89°03'53" E)
 2483.64'

Wisconsin Avenue (Hwy 96)
 2483.64'

Manley Road
 172.00'

Old Quarry Lane
 172.00'

Quarry Rim Road
 172.00'



Davel Engineering & Environmental, Inc
 1811 Racine Street
 Menasha, WI 54952

Crestview South
Road Construction Cost Estimate
November 28, 2018

Item	Description	Units	Quantity	Unit Price	Mated Price
1	1.5 Inch Asphalt Paving (Final)	s.y.	4,980	\$6.50	\$32,370.00
2	2.0 Inch Asphalt Binder Paving	s.y.	4,980	\$8.25	\$41,085.00
3	Manhole Adjustment/Milling	ls	1	\$2,500.00	\$2,500.00
4	Fine Grading (Roadway & Restoration)	s.y.	10,980	\$0.50	\$5,490.00
5	Restoration	s.y.	3,600	\$0.85	\$3,060.00
6	Restoration with 4" Topsoil placement	s.y.	2,400	\$3.00	\$7,200.00
7	Northeast Aspahlt, Inc Down Payment	ls			(\$25,000.00)
Total Project					\$66,705.00